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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

JUSTIN JOBES,

Plaintiff,

v.

CITY OF BELLEVUE,

Defendant.

Civil Case No.: _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Justin Jobes files this action for damages against Defendant the City of Bellevue (the “City” or “Defendant”) for discriminating on the basis of religion in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.* (“Title VII”) and the Revised Code of Washington (“RCW”) § 49.60, *et seq.*, and in further support thereof, alleges as follows:

PRELIMINARY STATEMENT

“Violate your sincerely held religious beliefs or you lose your job.” There is perhaps no greater textbook example of the conduct expressly prohibited by Title VII—but Mr. Jobes, this example has regrettably become his reality. After dutifully fulfilling all obligations of his employment with the City of Bellevue for more than seven (7) years, the City terminated Mr. Jobes because of his sincerely held religious beliefs.

For 35 consecutive weeks—the deadliest weeks of the COVID-19 pandemic—The City permitted its employees to forego vaccination despite its availability since December 2020. Then in August 2021, the City abruptly took an about-face and immediately began requiring strict compliance with its newly adopted mandatory COVID-19 vaccination policy (the “policy”). In promulgating this policy, the City informed its employees that religious accommodations were available for those who sincerely hold religious beliefs that prohibit their compliance with the policy. But in reality, this promise was nothing more than an illusory, veiled guise to make it appear as though the City was abiding with state and federal law compelling employers to accommodate religious employees. Despite requesting a religious accommodation, the City refused to accommodate Mr. Jobes and subsequently terminated his employment. In addition to the aforesaid religious discrimination gives rise to this action alone, Mr. Jobes’ decision to terminate his employment in violation of Title VII.

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JURISDICTION AND VENUE

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2 1. This action arises under 42 U.S.C. § 2000e-2 and therefore, jurisdiction is
3 proper pursuant to 28 U.S.C. §§ 1331 and 1343.

4 2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a
5 substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this
6 District and the City maintains its headquarters and is a municipal governmental entity
7 within this district.

8 3. In early March 2023, Plaintiff placed the City on notice regarding his tort
9 claims pursuant to RCW § 4.16, RCW § 4.96.020, and Bellevue City Code § 4.36 via its
10 online portal. The City confirmed receipt of Plaintiff's tort claim notice on March 15, 2023.
11 Plaintiff also placed the City on notice of his Title VII claims as required by law.

12 4. This Court is authorized to grant Mr. Jobes' prayer for relief regarding costs,
13 including a reasonable attorney's fee, pursuant to 42 U.S.C. § 1988.

PARTIES

15 5. Plaintiff Justin Jobes ("Mr. Jobes") is an adult resident of Whatcom County,
16 Washington and a former City employee. At all times relevant, Mr. Jobes was employed
17 as a firefighter engineer with the City of Bellevue Fire Department until he was
18 discriminated against, retaliated against, and otherwise subjected to adverse employment
19 action beginning as early as October 18, 2021—all of which the City perpetrated against
20 Mr. Jobes because of his religion and sincerely held religious beliefs.

21 6. Defendant City of Bellevue (the "City" or "Defendant") is a municipal
22 corporation responsible for the supervision and operation of its subordinate departments
23 and offices, including *inter alia* the City of Bellevue's Fire Department. The City maintains
24 its headquarters at 450 110th Avenue NE, Bellevue, WA 98004.

25 7. At all times relevant, the City is an employer within the meaning of 42 U.S.C.
26 § 12111(5), in that the City engaged in an industry affecting commerce and has more than
27 25 employees for each working day in each of 20 or more calendar weeks in the current
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1 and preceding years. As an employer, the City is subject to Title VII, which among other
 2 things, requires the City to reasonably accommodate its employees' (such as Mr. Jobes)
 3 sincerely held religious beliefs.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 8. Mr. Jobes timely filed a charge of discrimination with the Equal Employment
 6 Opportunity Commission ("EEOC") concerning claims on the basis of his religion and
 7 retaliation. His Charge was timely in that it was filed less than 180 days after the last date
 8 of discrimination took place.

9 9. On March 7, 2023, the EEOC issued Plaintiff a Notice of Right to Sue Letter
 10 in regard to Plaintiff's first EEOC Complaint. Plaintiff received the notice that same day.
 11 *See Exhibit 1*, Notice of Right to Sue Letter.

12 10. Plaintiff has exhausted all administrative remedies and complied with all
 13 conditions precedent in maintaining this action, in that Plaintiff filed his formal complaint
 14 with the EEOC within 180 days of the last date of discrimination and he hereby initiates
 15 this action on June 5, 2023, which is within ninety (90) days of March 7, 2023, when
 16 Plaintiff received his Notice of Right to Sue Letter. *See id.*

17 **STATEMENT OF FACTS**

18 11. On or about August 9, 2021, Governor Inslee issued proclamation 21-14¹,
 19 which *inter alia* prohibited any "Health Care Provider" from failing to be fully vaccinated
 20 against COVID-19 after October 18, 2021.

21 12. On or about September 30, 2021, Mr. Jobes submitted a request for a religious
 22 accommodation shortly thereafter.

23 13. In his request, he explained to the City that he sincerely believes he cannot
 24 inject unknown vaccines into his body and highlighted the fact that the ingredients and
 25 chemicals contained in the COVID-19 vaccines were unknown, the effects of the vaccines
 26 were unknown, and these variables without more information, precluded his from blindly
 27

28 ¹ Proclamation 21-14 was subsequently amended by proclamation 21-14.1 on August 20, 2021.

1 injecting a substance into his body. Mr. Jobes sincerely believes that his body is not to be
2 altered in any way other than through means by which God created or through scientifically
3 proven, safe, and effective manmade and necessary medical intervention. To consume or
4 knowingly inject anything else into his body would constitute a sin and prevent his ability
5 from one day, going to Heaven and sharing that Place with God.

6 14. From the date he submitted his religious accommodation request through
7 October 18, 2021, Mr. Jobes did not receive any information or response from the City
8 concerning his religious accommodation request.

9 15. On October 18, 2021—one day after the deadline the City imposed upon Mr.
10 Jobes to become vaccinated—the City’s Human Resources (“HR”) personnel met with
11 Mr. Jobes and advised him that his accommodation request was denied because he would
12 not be able to perform his essential job functions, and this placed an undue hardship to the
13 company. But this is false.

14 16. The City terminated Mr. Jobes’ employment because he is religious and
15 because Mr. Jobes adhered to his sincerely held religious beliefs.

16 17. At all times relevant, Mr. Jobes satisfied or exceeded his employer’s
17 reasonable expectations as to job performance with or without a reasonable
18 accommodation. Mr. Jobes demonstrated his ability to perform the essential functions and
19 duties of his job as evidenced by factors including without limitation, his education,
20 experience, work history, and performance reviews.

21 18. Perhaps most compelling is the fact that the City permitted Mr. Jobes to work
22 in the exact same capacity for months, including months during the height of the pandemic,
23 and never once mandated that he be vaccinated against COVID-19.

24 19. At all times relevant, Mr. Jobes complied with all COVID-19 mitigation
25 protocols the City implemented, including inter alia wearing masks, socially distancing,
26 and testing for COVID-19 on a weekly basis (collectively, “mitigation protocols”).
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1 20. The mitigation protocols, both individually and collectively, have evidenced-
2 based track records demonstrating their effectiveness and the feasibility with which the
3 City is able to implement and provide any or all of the mitigation protocols.

4 21. Based upon the City's provision of the aforesaid mitigation protocols and the
5 continuation of such provision of the same for more than eight months, it is not subject to
6 reasonable dispute that the aforesaid mitigation protocols do not impose upon the City an
7 undue hardship.

8 22. Mr. Jobes has always been amenable, and Mr. Jobes remains amenable, to
9 abiding by the aforesaid mitigation protocols, and the City was aware of his amenability to
10 the same at all times relevant.

11 23. The reasonable religious accommodation Mr. Jobes sought would not impose
12 an undue hardship upon the City and does not impose an undue hardship upon the City.

13 24. Mr. Jobes sincerely holds religious beliefs, as explained more fully above.

14 25. There is no dispute that the City and Mr. Jobes are in agreement that the
15 religious beliefs he asserted are in fact, religious.

16 26. Mr. Jobes' religious beliefs are sincerely held.

17 27. There is no dispute that the City and Mr. Jobes are in agreement that his
18 religious beliefs are in fact, sincerely held. The City has never challenged the sincerity with
19 which Mr. Jobes holds their beliefs.

20 28. Ignoring and otherwise failing to respond to Mr. Jobes' request for a religious
21 accommodation, treating Mr. Jobes differently, and/or taking adverse employment action
22 against Mr. Jobes upon learning that he is a religious person constitutes religious-based
23 discrimination in violation of Title VII. See 42 U.S.C. § 2000e, *et seq.*

24 29. Refusing to provide Mr. Jobes with a reasonable religious accommodation
25 that does not impose an undue hardship despite Mr. Jobes' lawful entitlement to such an
26 accommodation violates Title VII. See 42 U.S.C. § 2000e, *et seq.*

30. As a religious person, Mr. Jobes is a member of a constitutionally protected class (religion), and the protected class on the basis of religion is entitled to equal protection of law as other protected classes of persons, including those who are disabled.

31. Ignoring and otherwise failing to review or consider Mr. Jobes' request for a religious accommodation, as well as the refusal to reasonably accommodate Mr. Jobes' sincerely held religious beliefs while not ignoring and actually reviewing other City employees' requests for religious accommodations constitutes disparate treatment in violation of Title VII. See 42 U.S.C. § 2000e, *et seq.*

32. Refusing to provide Mr. Jobes with an accommodation on the basis of his religion, while providing reasonable accommodations to other persons similarly situated on the basis of their religion constitutes disparate treatment in violation of Title VII. See 42 U.S.C. § 2000e, *et seq.*

33. Mr. Jobes' beliefs are religious.

34. Mr. Jobes' religious beliefs are sincerely held.

35. The City can reasonably accommodate Mr. Jobes' religious beliefs through *inter alia* masking, social distancing, and weekly testing.

36. Accommodating Mr. Jobs through inter alia masking, social distancing, and weekly testing does not impose an undue hardship upon the City.

37. Upon learning Mr. Jobs was a religious person, the City terminated his employment.

38. After refusing to accommodate Mr. Jobes' sincerely held religious beliefs, the City terminated his employment.

COUNT I

RELIGIOUS DISCRIMINATION

Violation of Title VII, 42 U.S.C. §§ 2000e, *et seq.*

39. Mr. Jobes re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

1 40. Mr. Jobes sincerely holds religious beliefs and is a member of a protected
2 class based on his religion.

3 41. Mr. Jobes is an employee within the meaning of Title VII.

4 42. The City is an employer within the meaning of Title VII.

5 43. Title VII forbids an employer from refusing a job to someone because of his
6 need for religious accommodation, absent proof that granting the accommodation would
7 cause it undue hardship. 42 U.S.C. §§ 2000e(j), 2000e-2(a)(1); *EEOC v. Abercrombie &*
8 *Fitch Stores, Inc.*, 575 U.S. 768, 774 (2015).

9 44. This extension of actionable religious discrimination to include a failure to
10 accommodate derives from Title VII's definition of "religion" to include "all aspects of
11 religious observance and practice, as well as belief, unless an employer demonstrates that
12 he is unable to reasonably accommodate to an employee's or prospective employee's
13 religious observance or practice without undue hardship on the conduct of the employer's
14 business." 42 U.S.C. § 2000e(j).

15 45. More specifically, courts and the EEOC have insisted that federal law can
16 require employers to accommodate sincere religious objections to a loyalty oath—even
17 when that oath might otherwise be required by state law. *See* EEOC Decision No. 85-13,
18 38 Fair Empl. Prac. Cas. (BNA) 1884 (1985) (concluding that an employer's refusal to
19 accommodate an employee's request to sign an alternate oath for religious reasons violated
20 Title VII).

21 46. Here, Mr. Jobes advised the City of his sincerely held religious beliefs that he
22 sincerely believes he cannot inject unknown vaccines into his body and highlighted the fact
23 that the ingredients and chemicals contained in the COVID-19 vaccines were unknown,
24 the effects of the vaccines were unknown, and these variables without more information,
25 precluded him from blindly injecting a substance into his body.

26 47. Mr. Jobes sincerely believes that his body is not to be altered in any way other
27 than through means by which God created or through scientifically proven, safe, and
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1 effective manmade and necessary medical intervention. To consume or knowingly inject
2 anything else into his body would constitute a sin and prevent his ability from one day,
3 going to Heaven and sharing that Place with God.

4 48. Mr. Jobes informed the City of this conflict and expressly sought an
5 accommodation.

6 49. In response to Mr. Jobes' request for an accommodation, the City took an
7 adverse action against his by terminating his employment because of his religious need for
8 an accommodation. See 42 U.S.C. § 2000e-2(a)(1) (actionable adverse actions include
9 "fail[ing] or refus[ing] to hire," "discharg[ing]," or otherwise discriminating with respect
10 to the "terms" and "conditions" of employment).

11 50. The City made no efforts at all to accommodate Mr. Jobes' sincerely held
12 religious objection to its mandatory COVID-19 vaccination policy and terminated his
13 employment because of the aforesaid conflict.

14 51. The City's failure to produce any alternative therefore requires it to have
15 accepted Mr. Jobes' proposal absent undue hardship.

16 52. Accommodating Mr. Jobes would not have imposed an undue hardship on the
17 City, as evidenced by the utilization of the COVID-19 mitigation protocols as discussed
18 above.

19 53. Other medical facilities and health systems have not insisted on mandatory
20 vaccination without allowing accommodations for objectors.

21 54. As a direct and proximate result of the aforesaid complained of conduct and
22 violation of Title VII, Mr. Jobes sustained pecuniary and non-economic injuries in an
23 amount that exceeds \$75,000.00, including lost wages, benefits, retirement funds, the
24 denial of promotional opportunity, humiliation, embarrassment, unnecessary pain and
25 suffering, attorneys' fees, and costs associated with this action.

26 **COUNT II**
27 **RELIGIOUS DISCRIMINATION**
28 **Violation of RCW § 49.60**

1 55. Mr. Jobes re-alleges and incorporates by reference all preceding paragraphs
2 as if fully set forth herein.

3 56. Washington State Law prohibits employers from discriminating on the basis
4 of inter alia religion. *See* RCW § 49.60; *see Ockletree v. Franciscan Health System*, 179
5 Wn.2d 769 (2014) (holding religious discrimination falls under RCW § 49.60); *see also*
6 *Kumar v. Gate Gourmet, Inc.*, 180 Wn.2d 481 (2014) (holding that the Washington Law
7 Against Discrimination requires employers to reasonably accommodate their employees’
8 religious practices).

9 57. The City had actual knowledge of Mr. Jobes’ sincerely held religious beliefs
10 based on the correspondences exchanged concerning his “Not Vaccinated” status and his
11 communications concerning reasonable accommodations for their sincerely held religious
12 beliefs.

13 58. Mr. Jobes experienced adverse employment action and a materially adverse
14 change in the terms and conditions of his employment – namely, the termination of his
15 employment – because of his sincerely held religious beliefs.

16 59. At all times relevant, Mr. Jobes was qualified, is qualified, and remains
17 qualified to perform the essential functions of his job, unvaccinated.

18 60. At all times relevant, Mr. Jobes was qualified, is qualified, and remains
19 qualified to perform the essential functions of his job with a reasonable accommodation.

20 61. Because of Mr. Jobes’ sincerely held religious beliefs, the City took adverse
21 employment action against his by *inter alia* refusing to accommodate him and terminating
22 his employment.

23 62. Providing a reasonable religious accommodation to Mr. Jobes would not
24 cause the City to suffer an undue hardship as evidenced by the City’s previous provision
25 of mitigation protocols in lieu of vaccination and the efficacy of such mitigation protocols
26 to achieve the ends sought to be achieved by the City’s mandatory vaccination policy.
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1 63. All allegations set forth herein constitute a discrimination on the basis of
2 religion.

3 64. All allegations set forth herein constitute a failure to accommodate on the
4 basis of religion.

5 65. All allegations set forth herein constitute a violation of Washington's
6 prohibition of religious discrimination.

7 66. As a direct and proximate result of the aforesaid complained of conduct and
8 violation of Washington State law, Mr. Jobes sustained pecuniary and non-economic
9 injuries in an amount that exceeds \$75,000.00, including lost wages, benefits, retirement
10 funds, the denial of promotional opportunity, humiliation, embarrassment, unnecessary
11 pain and suffering, attorneys' fees, and costs associated with this action.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Mr. Jobes respectfully prays that this Honorable Court enter
14 judgment in his favor, award such relief as to make Mr. Jobes whole and remedy the
15 aforesaid violations of Washington and federal law, and hold the City of Bellevue liable
16 and in doing so, award all legal and equitable relief provided by law, including but not
17 limited to:

- 18 A. Issue a declaratory judgment that the practices complained of in this
19 Complaint are unlawful and violate Title VII of the Civil Rights Act and
20 Washington State Law;
- 21 B. Enjoin the City from pursuing its policy of making no religious
22 accommodations to its oath requirement for its employees;
- 23 C. Require the City to adopt hiring and employment policies that comply with
24 Title VII and Washington State Law, including their requirement that
25 employers make reasonable accommodations to religious beliefs and practices
26 in general and faith-based objections to loyalty oaths in particular and any
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1 other appropriate and legally permissible injunctive relief in accordance with
2 proof;

3 D. Award Mr. Jobes all appropriate and legally available monetary relief,
4 including lost compensation and benefits, in an amount to be determined at
5 trial to make him whole for the loss he suffered as a result of the unlawful
6 conduct alleged in this Complaint;

7 E. Award Mr. Jobes any interest at the legal rate on such damages as appropriate,
8 including pre- and post-judgment interest;

9 F. Award compensatory damages to Mr. Jobes to fully compensate him for the
10 pain, suffering, childcare, and other expenses caused by the harmful conduct
11 alleged in this Complaint;

12 G. Award Mr. Jobes a reasonable amount of attorney's fees for the work of her
13 attorneys in pursuit of this action and the protection of his rights;

14 H. Award Mr. Jobes all costs, disbursements, and expenses he paid or that were
15 incurred on his behalf;

16 I. Award such additional relief the Court deems just and proper; and

17 J. Award any other relief as allowed by law.

18 **DEMAND FOR JURY TRIAL**

19 Mr. Jobes hereby demands a trial by jury of all issues and each and every cause of
20 action so triable.

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22 Dated: June 5, 2023

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24 Respectfully submitted,
25 JUSTIN JOBES

26
27 By: /s/ Karen L. Osborne
28 Karen L. Osborne, WSBA No. 51433

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